IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.6180 OF 2006

M/s.United Enterprises
through its Partner Petitioner

versus

The General Manager,
Raigad Telecom District
BSNL and another Respondents

Mr.Bharat Joshi with S.R.Ganbavale for petitioner

Mr.Virat D. Shukla i/by Shukla & Associates for respondents 1 and 2.

Mrs.M.P.Thakur, AGP for respondent no.3.

CORAM : F.I.REBELLO AND
R.V.MORE, JJ.

DATE : 22nd January 2007

PC :

1. The petitioner claimed to be an empanelled contractor who is challenging the tender conditions as set out by respondent no.2. It is firstly pointed out that the rates awarded by respondent nos.1 and 2 are below the minimum rates of wages which the contractor must pay to a worker. The respondent, therefore, cannot invite tenders wherein the rates payable to the workers

is less than Minimum Wages, as notified by the Government. We are not at all impressed by the said argument. Firstly, by the very nature of a Government Contract, the contractor is bound to pay the minimum wages. These are the charges which any contractor by virtue of statute must pay. If the rates are such that contractor find that it is not economically viable to accept the same, then it is open to him not to accept the tender. However, this Court cannot be called upon to sit in judgement over the rates fixed by respondents 1 and 2, as far as their economical policy is concerned.

2. The second contention as raised is that the tenders have been invited from other empanelled contractors. After hearing the learned counsel for the parties it is clear that it is the eighth time the tenders have been invited. Earlier on numerous occasions the tenders were invited from empanelled contractors. No empanelled contractor bid for the contract. The Government cannot be held hostage to what they think to be the proper rates.

3. On behalf of respondent nos.1 and 2 the learned counsel points out that even in the

present tenders there was no bar to bid for the contract. As on earlier occasions there were no bids and respondents 1 and 2 thought it advisable to call for tenders also from non-empannelled contractors. We do not find that the action of respondents can be said to be arbitrary. In the light of this we find no merit in the petition. Consequently, the petition is dismissed. Interim-relief granted stands vacated.

(R.V.MORE, J.) (F.I.REBELLO, J.)